

TEP:gfg (082483 - 40)  
CDA/MPP & HDP

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The undersigned shall also pay (1) a "late charge" equal to 4 percent of any monthly payment required by this Note if such payment is made more than 15 days after the due date in order to cover the extra expenses involved in handling delinquent payments; and (2) costs of collection including a reasonable attorney's fee if this Note is referred to an attorney for collection after default

The undersigned shall have the right to prepay this Note in whole, or in an amount equal to one or more monthly payments of principal, on any installment date.

If any monthly installment under this Note is not paid when due, or upon any other event of default of any covenant or provision of this Note or the Deed of Trust, and if such default is not cured within the time period set forth in the Deed of Trust, the entire principal amount outstanding, accrued interest on it, and all other sums secured by the Deed of Trust, shall at once become due and payable without notice, at the option of Holder. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default. If suit is brought to collect any amount due under this Note or the Deed of Trust, the holder of this Note shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

The undersigned hereby severally waive diligence, presentment for payment, demand, protest, notice of protest, and notice of dishonor and expressly agree that the maturity of this Note, or any payment under it, may be extended from time to time without in any way affecting the liability of the undersigned.

This Note is secured by a Deed of Trust, dated June, 1984, to Grant R. Berning and William L. Kaplan, as Trustees, and is in the same principal amount covering real estate situated in Frederick, Maryland.

The undersigned hereby acknowledges that, notwithstanding any provision in this Note to the contrary, the Holder reserves the right to grant forgiveness of any portion of the principal of this Note, as and to the extent and at the times required to comply with the Federal Mortgage Subsidy Bond Tax Act of 1980, as amended.

IN TESTIMONY WHEREOF, Howard Veitch Pyle II  
has caused this instrument to be executed as of the day, month and year first above written.